# DANE COUNTY APPLICATION FOR 2022 AFFORDABLE HOUSING DEVELOPMENT FUND

This application should be used for project seeking Dane County AHDF funds. Applications must be submitted electronically to DCDHS Division of Housing Access by **noon on July 13, 2022**. Upload application materials to the **Dane County AHDF Dropbox**.

APPLICATION SUMM	ЛΔ	۱RY
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ALL LIGATION COMMINAN								
ORGANIZATION NAME	Northpointe	Northpointe Development II Corporation						
MAILING ADDRESS  If P.O. Box, include	230 Ohio Stre	eet, STE 200 Oshkosh V	/1 54902	1				
Street Address on second line	200 01110 0110	200 O3110311 V	VI 04002	•				
TELEPHONE	608-334-5665	5		LEGAL STATUS				
FAX NUMBER			□F	☐ Private, Non-Profit				
NAME CHIEF ADMIN/	Sean O'Brien				For Profit			
CONTACT			$  $ $\Box$ <sup><math>\circ</math></sup>	Other: LI	LC, LLP, Sole Proprietor			
INTERNET WEBSITE (if applicable)	Northpointedev.com			Federal EIN: <u>85-1243046</u>				
E-MAIL ADDRESS	Sean@northp	Sean@northpointedev.com			Unique Entity Identifier (UEI): JUGXJNKZB987			
PROJECT NAME: Pleas	e list the proje	ct for which you are app	lying.					
PROJECT NA	ME	PROJECT CONTACT PERSON	PHO NUM		E-MAIL			
Prairie Creek (McFarland	l)	Sean O'Brien	334-56	65	see above			
FUNDS REQUESTED: P	lease list the a	mount and source of fun	iding for					
TOTAL PROJECT (	COST	AMOUNT OF AHDF FUN REQUESTED			NT OF AHDF FUNDS TOTAL PROJECT COST			
\$15,018,846		\$450,000		2.9%				
Sean OB	·		Secret	ary				
Signature of Chief Electe Head	ed Official/Orga	nization	Title	_				
Sean O'Brien			07/11/	2022				
Printed Name		Date						

# PROJECT DESCRIPTION

A. **PROJECT NAME AND LOCATION:** Indicate the name, address, and census tract where the project will be located. Attach maps to the application indicating the location of the proposed project.

Project Name:	Prairie Creek Apartments and Townhomes
Project Address:	5601-5613 Holscher Road
City, State, Zip:	McFarland, Wi 53558
Parcel Number:	0610-021-2606-1
Census Tract:	105.02

B. **JURISDICTION:** Indicate the name of the jurisdiction where the project will be located, i.e., City, Town, or Village. Is the jurisdiction supportive of the project? Describe any meetings that have been held with municipal staff, applicable municipal committees, and neighborhood/community groups.

Village of McFarland was very supporitve of the project and waived a majority of park impact fees. We met with the neighborhood association many times for feedback and even let the neighborhood pick the name of the development (which was originally going to be Prairie Pointe until we were asked to change the name by Atttic Angel, which the neighborhood then selected Prairie Creek.

C. **ZONING:** Provide the current zoning classifications of the site and describe any changes in zoning, variances, special or conditional use permits, or other items that are needed to develop this proposal. Indicate if the project is consistent with any local comprehensive plans.

The site is zoned R3 and was properly zoned for a 49 unit multifamily project with a conditional use permit. Building permits have been issued and the project is under construction

D. **PROJECT DESCRIPTION**: Provide a detailed description of the project, including proposed affordability period.

Northpointe Development and DreamLane are constructing the Prairie Creek Apartments and Townhomes, a newly constructed forty-nine unit LIHTC multifamily development located on the east side of the Village of McFarland, Wisconsin. 37 units will be independent living senior and 12 family townhomes.

The development will consist of the new construction of 1, three-story elevatored building containing 14, one bedroom/one bathroom units (senior, restricted to households with at least one member age 55 or older), 23, two bedroom/two bathroom units (senior, restricted to households with at least one member age 55 or older) and 2, two-story townhome style buildings consisting of 12, three bedroom/two bathroom units (multifamily, open to residents of all ages) for a total of forty-nine rental units.

The Developer proposes to set aside forty-four of the units for residents earning 30, 50, or 60 percent or less of the Dane County Area Median Income ("AMI") using the Wisconsin Housing and Economic Development Authority ("WHEDA") LIHTC Program, with the remaining eight units being rented at prevailing market rental rates targeting residents of all ages.

The subject development site is located on the far east side of the City of McFarland, Wisconsin. More specifically, the site is located at the northeast corner of the intersection of Holscher Road and Broadhead Street, a moderately traveled east/west thoroughfare within the City of McFarland.

The site is situated close to newly constructed single-family areas known as Prairie Place and Juniper Ridge. The site is located approximately 8.5 miles southeast of the main downtown area of Madison, Wisconsin, offering the amenities of a larger city.

The existing site decrease in elevation traveling north along the site. Additionally, the existing site slopes significantly downward along its eastern border next to the community-walking path. The site is somewhat irregular in shape but will require minimal infrastructure improvements as the proposed project's infrastructure will connect with the existing neighboring infrastructure.

The general area consists primarily of single-family neighborhoods north, east, and west of the subject site. To the south of the property, across of Broadhead Street, is an open field, the McFarland Baseball field, and additional single-family neighborhoods. Further north and south of the subject site are single-family neighborhoods. Further east of the subject site is an approximately 33-acre farm field and the Hope Rod and Gun Club. Further west of the subject site are additional single family neighborhoods and downtown McFarland, which contains a variety of commercial uses.

The Village is currenlty constructing their new public saftey building across the street from the site.

The project will be rent restricted for a minimum of 35 years.

E. **TARGETED POPULATIONS**: Will the project serve any of the listed targeted populations? How many units will be targeted to designated populations?

The project will service Homeless, Vets, Vets experiencing homelessness, individuals with disablilties. 10 units will be set-aside specifically for homeless or those at risk of being homeless and 6 additional units specifically for Vets. 10 units will also meet universal design and targeted to households with disablilties. 37 of the units will be restricted to elderly households- 12 will be townhome 3 bedrooms rented to families.

Yes	No	
		Chronically homeless, meaning those who are either: 1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, or 2) an unaccompanied individual with a disabling who has had at least four episodes of homelessness the past three years. Disabling conditions include mental illness and alcohol and drug conditions
		Veterans experiencing homelessness
		Very low-income families and/or families experiencing homelessness.
	$\boxtimes$	Persons with arrest and conviction records
		Individuals who are elderly
		Individuals with disabilities

F. **GREEN TECHNOLOGIES/SUSTAINABILITY** Indicate if the project will be pursuing any of the listed energy and sustainability standards. Submit certification of registration for any selected certification.

	2020 Enterprise Green Communities Certification
$\boxtimes$	ENERGY STAR Multifamily New Construction and EPA Indoor airPLUS
	2020 Enterprise Green Communities Certification Plus
	Passive House (PHIUS)

G. WORK PLAN WITH TIMELINE AND MILESTONES: In the space below, provide a work plan for how the project will be organized, implemented, and administered. Include a timeline and accomplishments from initiation through project completion. Add in extra quarters as needed. Examples of milestones are: acquisition, bid packages released, bids awarded, site preparation, excavation, construction begins, substantial completion, certificate of occupancy, lease-up begins, etc.

ON OR BEFORE	MILESTONES
November 2021	Construction Started
September 2022	Pre-leasing
November 2022	C of O
April 2023	Sustaining Occupancy
November 2023	Perm Loan Conversion

H. **UNITS** In the space below, please list each site (street address) and building where the work will be undertaken. For each address list the number of each units by size, income category, etc. Use additional pages as needed.

ADDRESS #1:		5613 Holscl	her Road,	McFarlan	d WI Build	ding 1					
	# of Bedrooms Projected Monthly Unit, including Utilities					# of Bedrooms					Itilities
% of County Median Income (CMI)	Total # of Units	# of Studios	# of 1 BRs	# of 2 BRs	# of 3 BRs	# of 4+ BRs	\$ Rent for Studios	\$ Rent for 1 BRs	\$ Rent for 2 BRs	\$ Rent for 3 BRs	\$ Rent for 4+ BRs
≤30%	9		8	1				580	696		<u> </u>
40%											
50%	14		4	10				965	1158		1
60%	13		3	10				1075	1293		 
Affordable Sub-total	36		15	21							
80%											
Market	1			1					1548		
Total Units	37		15	22			Notes:		•		

<sup>\*40% = 31</sup> to 40% CMI, 50%=41%-50% CMI, 60%=51-60% CMI, 80%=61-80% CMI, Market = ≥81%

ADDRESS #	DDRESS #2: 5601 Holscher Road, McFarland WI Buildings 2 & 3										
			# of Bed	Irooms		Projected Monthly Unit, including Utilitie				Utilities	
% of County Median Income (CMI)	Total # of Units	# of Studios	# of 1 BRs	# of 2 BRs	# of 3 of BRs	# of 4+ BRs	\$ Rent for Studios	\$ Rent for 1 BRs	\$ Rent for 2 BRs	\$ Rent for 3 BRs	\$ Rent for 4+ BRs
≤30%	1				1					804	
40%											
50%	6				6					1333	
60%	1				1					1523	
Affordable Sub-total	8				8						
80%											

Market	4		4			1,883	
Total Units	12		12	Notes:			

<sup>\*40% = 31</sup> to 40% CMI, 50%=41%-50% CMI, 60%=51-60% CMI, 80%=61-80% CMI, Market =  $\geq$ 81%

I. SITE AMENITIES: Check all that apply.

	Community Building, square feet:				
$\boxtimes$	Community Room, square feet: 1000				
	Garages, number: and monthly rent: 0				
$\boxtimes$	Surface parking, number: 49 and monthly rent: 0				
$\boxtimes$	Underground parking, number 58 and monthly rent: 50				

J. **OTHER SITE AMENITIES**: In the following space, describe the other site amenities for tenants and/or their guests.

The project will have a community room, fitness room, free internet, and free storage for all units. There will also be outdoor amenities including an outdoor patio with grilling station, picnic area. There is a village park adjacent to the site and the site will include walking paths. The Village made sure that we didn't overpark the site to maximize the green space. The property manager will cordinate onsite activites. An MOU has been signed with LSS to provide a service coordinator at the project to work with all tenants but especially the supportive housing target population. Another MOU has been signed with Dane County Vets office to provider services to the Vet households.

# LOCATION

K. NEIGHBORHOOD AMENITIES: Describe the neighborhood in which the project will be located noting access to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services.

Located just east of the Village of McFarland "downtown" with access to downtown The site is between .5 -1.5 miles away from grocery, medical clinics, public schools, pharmacy, senior center, multiple parks, retail, and restaurants. The site is close to the Library and many sports activities like the ice rink, soccer fields, baseball diamonds etc. The site has a very residential feel as it's near the Juniper Ridge Neighborhood and it's surrounded by residential uses on three-sides and the public saftey buildingacross the street. The commercial uses included a restaruant and daycare. The site sits above a enviormental corridor and wetland with walking/ bike paths. The site will have an exceptional natual view to the east.

Identify the distance the following amenities are from the proposed site.

Type of Amenities & Services	Name of Facility	Distance from Site
Full Service Grocery Store	Pick N Save	1.25 MI
Public Elementary School	Conrad Elvehjem	.75 MI
Public Middle School	Waubesa Intermediate	.5 MI
Public High School	McFarland High	1 MI

Job-Training Facility, Community	MATC	11.9 MI
College, or Continuing Education		
Programs		
Childcare	Gingerbread	.8 MI
Public Library	Ed Locke Public Library	.75
Neighborhood or Community Center	McFarland Community Center	.75
Full Service Medical Clinic or	McFarland Urgent Care	1.25
Hospital		
Pharmacy	Walgreens	1.5 MI
Public Park or Hiking/Biking Trails	woodland estates	.2
Banking	Associated Bank	.9
Retail	Downtown McFarland	.75
Other (list the amenities)	McFarland Food Pantry/ senior	.6
	center	

L. **TRANSPORTATION:** Identify the travel time and cost via public transportation or public automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers.

This site is not currently served by any public Bus transportation. The Village of McFarland is conveniently located 8 mi from the downtown city center of Madison, WI. Round Trip to downtown Madison and back is likely less than \$5 daily. The site is located near many retail jobs and has easy access to HWY 51, 90/44, and 12/18 so tenants can get to Monona, Sun Prairie, Fitchburg, Madison, Stoughton within 10-15 minutes.

## PROJECT APPROACH

M. **PARTNERHIPS:** In the space below, provide information on any partnerships that have been or will be formed in order to ensure the success of the project.

Dreamlane and Northpointe have teamed up to co-develop the project. Dreamlane is an emerging Minority owned development firm building capacity in the affordable housing industry and Northpointe is an experience and established affordable housing development firm. Northpointe and Dreamlane plan to partner with LSS to coordinate services to the project's homeless, physically disabled, and veterans. Also, we have parntered with the Dane County Housing Authority to own a portion of the managin member. DCHA, Northpointe, and DreamLane will own 51%, 25%, 24% of the managing member and all will have substantial involvement throughout the entire process including the 15-year compliance period. We have an executed MOU- Attached- with Lutheran Social Services regarding supportive services. LSS will provide staff to not only coordinate but also provide services directly to tenants as well.

We also intend to work with the County's HSC, McFarland Food Pantry, The McFarland Senior Center, and Joining Forces for Families.

We have also partnered with local Architects (Knothe and Bruce), Engineers (Vierbicher), GC (Krupp), Property Manager (ACC), and Council (Reinhart). All have significant experience in the Dane County Market and LIHTC development.

N.	PARTNERHING TO END HOMELESSNESS: In the space below, indicate the project's willingness
	to partner with the Homeless Services Consortium and its housing placement system to end
	homelessness for individuals and /or families on the community by-name list; and, if units are unable
	to be filled from the by-name list, to willingness to expand access to units to households qualifying as
	homeless under other federal statutes. If project will not implement an HSC preference on any
	project units, indicate how the proposed project will forward the goal of ending homelessness without
	the HSC preference.

The project is willing to partner with HSC and its housing placement system to end homelessness. The project will also set aside units for families on the community by-name list as well as follow all Fair Housing Laws. The 10 30% units will have a preference for homeless households.

Total # of Project Units	# of Units Targeted to Individuals/Families on HSC community by-name list	% of Units Targeted to Individuals/Families on HSC community by name list
49	10	20.4%

Describe the process and anticipated timeline for outreach, application submittal, and tenant screening for HSC-set aside units.

2-4 months prior to occupancy we will start meeting weekly with the property manager, LSS, Dane County Veterans, and Dane County to discuss referrals, applications and screening. LSS and DCVA will coordinate with the property manager on which units are still available and send referrals. Those referals will get assistance from LSS and DCVA to work through the application screening process. This process has worked well for our Limerick project which is currenlty being leased up and we expect to have all of the HSC units full prior to occupancy. On-going the property manager, LSS, and DCVA will stay in touch for when existing tenants move out and new referrals are needed.

Please note that if pre-leasing begins prior to announcements DCHA we will work with LSS and DCVA to occupy the 30% units with households off of the coodinated list. If unsuccuful we will still make an effort to work with HSC but will open up the remaining 30% units.

O. **FAIR TENANT SELECTION CRITERIA**: Will the project incorporate tenant selection criteria detailed below? Check all that apply, and attached copy of proposed tenant screening criteria for project.

General Screening Process – will not deny applicants based on the following:

	Yes	No	
Required for			Inability to meet a minimum income requirement if the applicant can demonstrate the ability to comply with the rent obligation based on a rental history of paying at an equivalent rent to income ratio for 24 months
E + +	$\boxtimes$		Lack of housing history

	$\boxtimes$	Ш	Membership in a class protected by Dane County fair housing ordinances and non- discrimination ordinances in the municipality where the project is located.
Ì	$\boxtimes$		Credit score
			Information on credit report that is disputed, in repayment, or unrelated to a past housing or utility (gas, electric, and water only) obligations.
			Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water).
			Owing money to a prior landlord or negative rent payment history if the tenant's housing and utility costs were more than 50% of their monthly income.
			Owing money to a prior landlord or negative rent or utility payment history if applicant does one of the following: (1) establishes a regular record of repayment of the obligation; 2) signs up for automatic payment of rent to the housing provider; or (3) obtains a representative payee.
	$\boxtimes$		Wisconsin Circuit Court Access records;
			Criminal activity, except: (i) a criminal conviction within the last two years for violent criminal activity or drug related criminal activity resulting in a criminal conviction, and (ii) if the program or project is federally assisted, criminal activity for which federal law currently requires denial. ( <i>Violent criminal activity</i> is defined in 24 C.F.R § 5.100 and means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. "Drug related criminal activity is defined in Wis. Stat. s. 704.17(3m)(a)(2). "Drug-related criminal activity" means criminal activity that involves the manufacture or distribution of a controlled substance. "Drug-related criminal activity" does not include the manufacture, possession, or use of a controlled substance that is prescribed by a physician for the use of by a disabled person, as defined in s. 100.264(1)(a), and manufactured by, used, by or in the possession of the disabled person or in the possession of the disabled person or other caregiver.)

Yes	No
	$\boxtimes$

	Prior to a denial based on a criminal record, the housing provider shall provide the applicant access to a copy of the criminal record at least five days prior to the in-person appeal meeting and an opportunity to dispute the accuracy and relevance of the report, which is already required of HUD assisted housing providers. See 24 C.F.R. § 982.553(d), which applies to public housing agencies administering the section 8 rent assistance program.
1.	Prior to a denial based on a criminal record, the housing provider shall provide the applicant the opportunity to exclude the culpable family member as a condition of admission of the remaining family members.
2.	Prior to a denial decision, the housing provider is encouraged to meet with the applicant to review their application and make an individualized determination of their eligibility, considering: (a) factors identified in the provider's own screening policies, (b) if applicable, federal regulations, and (c) whether the applicant has a disability that relates to concerns with their eligibility and an exception to the admissions rules, policies, practices, and services is necessary as a reasonable accommodation of the applicant's disability. In making a denial decision, the housing provider shall consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial on other family members who were not involved in the action or failure.
3.	The property manager will base any denial on sufficient evidence. An arrest record or police incident report is not sufficient evidence.  Uncorroborated hearsay is not sufficient evidence.
4.	Denial notices shall include the following:  a) The reason for denial with details sufficient for the applicant to prepare a defense, including:  i) The action or inaction forming the basis for the denial,  ii) Who participated in the action or inaction,  iii) When the action or inaction was committed, and  iv) The source(s) of information relied upon for the action or inaction.  b) Notice of the applicant's right to a copy of their application file, which shall include all evidence upon which the denial decision was based.  c) Notice of the applicant's right to copies of the property manager's screening criteria.  d) Notice of the right to request an in-person appeal meeting on the denial decision by making a written request for a hearing within 45 days. The housing provider is not required to hold the unit open while the appeal is pending.  e) Notice of the right to have an advocate present at the in-person appeal meeting and of the right to be represented by an attorney or other representative.  f) Notice of the right to present evidence in support of their application, including, but not limited to evidence related to the applicant's completion or participation in a rehabilitation program, behavioral health treatment, or other supportive services.

5.	If the applicant requests an in-person appeal meeting, the hearing will be conducted by a person who was not involved in or consulted in making the decision to deny the application nor a subordinate of such a person so involved.
6.	The in-person appeal meeting shall be scheduled within ten working days of the request, unless the applicant requests a later date.
7.	A written decision on the application shall be provided to the applicant within ten working days after the in-person appeal meeting.

P. **TENANCY ADDENDUM:** Will the project include the following provisions within all tenant leases or as an addendum to all tenant leases?

Yes	No	
$\square$		

a.	Security Deposits. The amount of a security deposit shall not be more than one month's rent.				
b.	Late Fees and Other Fees. Late fees must be set forth in the rental agreement. Late fees shall not exceed 5% of the tenant's portion of the monthly rent. Other penalty fees are prohibited. All other fees must be directly related to the cost for a specific amenity or service provided to the tenant and comply with all applicable laws.				
c.	Rights of Youth to Access Common Spaces. Youth under the age of 18 are allow to use and enjoy common areas without supervision. This does not preclude reasonable rules in ensure the safety of children and youth.				
d.	Good Cause for Termination. A tenancy may not be terminated during or at the end of the lease unless there is good cause. Good cause is defined in include the following: (i) a serious violation of the lease; (ii) repeated minor violations of the lease; or (iii) a refusal to re-certify program eligibility. Repeated means a pattern of minor violations, not isolated incidents. Termination notices and procedures shall comply with Chapter 704 of Wisconsin Statutes and federal law, when applicable. Written notice is required for non-renewal and shall include the specific grounds for non-renewal and the right of the tenant to request a meeting to discuss the non-renewal with the landlord or landlord's property management agent within fourteen (14) days of the notice. If requested, the landlord or property management agent will meet with the tenant to discuss the non-renewal, allow the tenant to respond to the alleged grounds for non-renewal, and pursue a mutually acceptable resolution.				
e.	Reasonable Guest Rules. Tenants have the right to have guests. In the event the property management establishes rules related to guests, they must be reasonable. Unreasonable rules include, but are not limited to the following: (1) Prior authorization of guests by the property management, unless the guest is staying for an extended period of time (e.g. more than 2 weeks); (2) Prohibition on overnight guests; (3) Requiring that the resident be with the guest at all times on the property. (4) Requiring guests to show ID unless requested by the tenant. (5) Subjecting caregivers, whether caring for a child or children, or an adult with disabilities, to limitations on the number of days for guests.  Landlord may ban a person who is not a tenant from the rental premises if the person has committed violent criminal activity or drug related criminal activity at rental premises. No person shall be banned from the rental premises without the consent of the tenant unless the following have taken place:				
	(1) A notice of the ban is issued to the tenant stating the:  (a) name of the person banned,  (b) grounds for the ban including, (i) the specific facts detailing the activity resulting in the ban; (ii) the source of the information relied upon in making the ban decision; and (iii) a copy of any criminal record reviewed when making the ban decision; and				

- (c) the right of the tenant to have a meeting to dispute the proposed ban, discuss alternatives to the ban, and address any unintended consequences of the proposed ban.
- (2) If requested, a hearing on the ban has taken place to provide the tenant an opportunity to dispute the proposed ban, discuss alternatives of the ban, and address any unintended consequences of the proposed ban.

A tenant may not invite or allow a banned person as a guest on the premises, provided the Landlord has followed the proper procedure and given notice to Tenant as set forth herein.

A tenant who violates the guest policy may be given a written warning detailing the facts of the alleged violation. The written warning shall detail the violation, and warn the tenant that repeated violations may result in termination of tenancy. Tenants that repeatedly violate the guest policy, (e.g. three (3) or more violations within a twelve (12) month period) may be issued a notice of termination in accordance with state and federal law.

Nothing in this policy limits a person's right to pursue a civil order for protection against another individual.

**f. Parking Policies.** Parking policies and practices must comply with applicable laws. Vehicles shall not be towed to a location that is more than 6 miles from the rental premises, unless there is not a towing company with a tow location available within 6 miles.

Q. **SUPPORTIVE SERVICES PLAN:** Provide a detailed description of how supportive services will be secured for project tenants. Use the table below to provide details of how supportive services will be provided to tenants. The plan should note any differences between services targeted to units with the HSC preference and services that will be available building-wide. Attach a letter from the identified partner(s) confirming the details of the plan.

Name of Supportive Services Partner, and number of staff dedicated	Lutheran Social Services with have one part time staff dedicated to this project
to project:	as well as a supervisor providing oversight.
Scope of Services provided to tenants and approaches supportive	Lutheran Social Services will utilize wraparound a service coordination model
service partner will use to address needs of tenant population:	where families residing at the property, including Veterans and persons with
	disabilities, will be given a single point of entry to accessing community and
	supportive services. An on-site coordinator will meet with individuals and
	families to complete an intake assessment and develop a strength-based, goal-
	oriented plan of care. The service coordinator will work with the tenant and their
	surrounding existing natural supports, to build a comprehensive team, to explore
	areas of need, and fill gaps in supports where identified.
Where tenants will access services. For examples will services be	LSS Staff will have a confidential space at the apartment community where
on-site at development in designated space or by referral to off-site	tenants and families can schedule appointments or drop in for support and
community supports:	services. The Service Coordinator is also available by phone and email when
	offsite, to provide additional supports as needed during business hours.
If services provided are referral to off-site community supports,	LSS Staff will work with the household to identify strengths and needs through
please detail how tenants will receive information on supportive	an assessment tool. Based on this information, as well as self-reported data, the
services that are available to them before and after needs arise:	Service Coordinator will provide detailed information on services the household
	may qualify for and how to access them. The Service Coordinator
	can assist in establishing points of contact and arranging service delivery.
The frequency of services provided and/or a proposed schedule of	
when services are available to tenants:	in the apartment complex, including the community room and other common
	areas. If tenants are unavailable during these times the Service Coordinator
	can be available for appointments or via phone.
How the supportive services partnership will be funded, including if	The property has committeed to provide \$3,500 to LSS annually for services.
the respondent is providing funding to support the partnership:	We continue to have conversations with LSS to look for other avenues to obtain
Delevant newforms and data that much idea insight into the entire	finacial resources for our partner.
Relevant performance data that provides insight into the supportive	LSS collects data on an ongoing basis utilizing our Evolv database. Currently
service partner's experience serving the target tenant population, and	LSS has 2700 residents enrolled in Service Coordination over 108 total housing
the outcomes for their tenants. Metrics could include the number of	sites. Within the last year LSS has provided 66,819 units of direct service and
individuals served in a related program in a year, housing retention	had 19,954 individual 1-1 interaction with 4017 individual residents. Additionally,
rates for individuals served in that program, connections to	residents utilizing a LSS Service Coordinator have an average length of stay of
employment, etc:	5.33 years compared to just 3.96 years for those who do not to receive services.
	Services.

How the supportive services partner and the respondent will work together to ensure the best outcomes for tenants, such as housing retention:

Service Coordinator will also work with the Property Management team to identify alternative strategies to avoid a negative outcome with tenants. This would include identifying and coordinating natural and community supports to assist individuals in continuing placement in their residence.

#### R. **SUPPORTIVE SERVICES**: Describe the experience and qualifications of the organization that will be providing supportive services.

Lutheran Social Services (LSS) has a strong history of providing wraparound service coordination and case management services to residents of housing complexes in numerous locations throughout Wisconsin and Upper Michigan. LSS also is recognized as a provider of choice in the state for partnering with development companies to develop affordable housing through the Low-Income Housing Tax Credit program (LIHTC).

Lutheran Social Services will utilize a wraparound service coordination model where residents will be given a single point of entry to accessing community services. An on-site service coordinator will meet with residents to complete an intake assessment and develop a strength-based plan of care. The LSS service coordinator will work with the residents to identify existing natural supports, such as other relatives and faith-based organizations, and other areas of potential needs to fill gaps in supports and build a supportive team.

# **EXPERIENCE AND QUALIFICATIONS**

S. **EXPERIENCE AND QUALIFICATIONS**: Describe the experience and qualifications of your organization related to the development of multifamily housing for low-income households.

Northpointe Development II Corporation

Northpointe Development II Corporation is a real estate development company created for the purpose of bringing revitalization and development to various neighborhoods in Wisconsin. Northpointe envisions vibrant communities that strengthen neighborhoods, enhance livelihoods, respond to the environment, and connect people and places. The company's mission is to provide sustainable housing for communities in an collaborative, honest, and transparent manner. Northpointe is highly regarded in the industry by both tax credit investors and state agencies like WHEDA as we are one of WHEDA's largest borrowers to date. Northpointe has had success in obtaining above market equity pricing and terms from investors on a variety of housing types.

Northpointe, as shown below, has developed new construction family and senior apartment housing, historic rehabilitation, and commercial properties throughout Wisconsin. The company has received numerous awards including: the 2013 Top Projects Award in Milwaukee, 2015 National Historic Preservation Award, 2014 runner-up for the prestigious J. Timothy Anderson National Award for Excellence, 2017 Wisconsin Trust for Historic Preservation Award, 2019 Remarkable Milwaukee Award and the 2019 Carolyn Kellogg Historic Preservation Award.

Northpointe Development II Corporation is owned by Cal Schultz, Andy Dumke, and Sean O'Brien. Cal Shultz and Andy Dumke have over 20 years of LITHC housing experience and utilizing government funding sources to build or rehab quality affordable housing. Sean joined Northpointe in 2020, previously working for WHEDA for 15 years as the Director of Commercial Lending. In that role he led WHEDA's Commercial Lending activities as well as the LIHTC program. Sean is also a member of the Federal Home Loan Bank of Chicago Community Investment Advisory Council.

Multi Family Developments			
Project Name	Location	Units	Property Type
Rivers Senior Living	Oshkosh WI	60	New Construction
Bayshore Townhomes	Sparta WI	32	New Construction
Fair Acre Townhomes	Oshkosh WI	55	New Construction
Kenwood Senior Living	Ripon WI	24	New Construction
The Fountains of West Allis	West Allis WI	35	Acquisition/Rehab
Oconomowoc School Apts	Oconomowoc WI	55	Adaptive Reuse
Nicolet Townhomes	De Pere WI	60	New Construction
Anthem Luxury Living	Oshkosh WI	80	New Construction
Mercantile Lofts	Milwaukee WI	36	Adaptive Reuse
Shoe Factory Lofts	Milwaukee WI	55	Adaptive Reuse
The Rivers - Phase II-Senior Living	Oshkosh WI	40	New Construction
Woolen Mills Lofts	Appleton WI	60	Adaptive Reuse
Century Building	Milwaukee WI	44	Adaptive Reuse
Cranberry Woods Townhomes	Wisconsin Rapids WI	40	New Construction
Bayside Senior Apartments	Oconto WI	42	New Construction
Whispering Echoes Townhomes	Winneconne WI	28	New Construction
Regency Place Senior Living	Little Chute WI	40	New Construction

Under Construction			
Arbor Terrace Senior Living	Wisconsin Rapids WI	40	New Construction
City Center	Brillion WI	40	New Construction
Crescent Lofts	Appleton WI	69	Adaptive Reuse
The Limerick	Fitchburg, WI	127	New Construction
The Waterford	McFarland, Wi	49	New Construction
Uno's-Madison	Madison, Wi	64	New Construction
Quentin Apartments	Palatine, IL	58	New Construction
Klassik Apartments	Verona, WI	63	New Construction
Sawyer School Lofts	Sturgeon Bay, WI	15	Apative Reuse
Oak Meadow	Depere, WI	56	Rehab
2022 Awards			
Broadway Lofts	Monona, WI	75	New Construction
Hogan Street Cottages	Antigo, WI	50	New Construciton
Brush Village II	Brush, CO	45	New Construction
Total Units		1,537	

DreamLane Real Estate Group, LLC Fitchburg, Wisconsin, Established in 2015

- --Certified Minority Owned Business Enterprise by the State of Wisconsin Department of Administration for Real Estate Sales, Investment, Development, and Consultation.
- -Professional Real Estate Brokerage office helping individuals and organizations buy, sell, and invest in all types of properties including: single family, multifamily, vacant land, recreational land, commercial real estate and historic properties.
- -Assisting clients to realize the value of real estate ownership/investment and strengthen the communities in which our clients live and work.
- -Purchased, sold, invested, own or developed more than 25 million dollars of multi-family, light commercial, and single-family assets throughout Dane County, Milwaukee County, and their surrounding areas.
- -12 years of real estate and property management experience
- -Perform on-site reviews of single family and multifamily properties to assess the conditions and risks to the purchaser.
- -Negotiated loan and finance documents.
- -Review and analyze financial audits and proformas.
- -Assist in multifamily site selection, offer negotiations, land entitlements approvals.
- -DreamLane's success can be attributed to my passion not only for real estate, but also to my intuition regarding the psychology and desire of home ownership, real estate investment and development. My business has grown successfully and consistently thanks to the repeat business of happy clients and the introductions to friends, family, and neighbors. I expect this trend in to continue as my business shifts even more into the market-rate, affordable, and senior housing sector(s) and diversify my business with my partnership with Northpointe Development
- -Co-Developer with Northpointe on LIHTC awarded applications of Uno's Madison, The Waterford in McFarland, The Klassik in Verona.
- -Fitchburg Planning Commission- Commissioner 2017-2020
- T. **PROPERTY MANAGEMENT:** Describe the experience and qualifications of the organization that will be handling the ongoing property management.

ACC Management Group, Inc. is a full-service property management firm dedicated to providing professional results-oriented services to its clients. ACC currently operates over 80 properties and 4500 apartments throughout Wisconsin's major markets and Illinois. Headquartered in Oshkosh, WI, ACC's exceptional team of multi-family leaders has a proven track record of excellence in management of affordable housing with various state and federal programs including, Section 42 Tax Credit, Section 8, and Section 515.

Commitment, trust, and reliability is the foundation of our relationships with residents, employees, and partners. Our team works hard to earn the loyalty needed to develop and retain the long-term relationships associated with our shared success.

There are over 100,000 apartments built each year with the use of Low-Income Housing Tax Credits (LIHTC). Over the years, the LIHTC program and other affordable housing programs have become increasingly competitive, and as a result, complex. Most developments with an affordable housing component have multiple layers of financing, each with associated requirements. This includes varying regulations, reporting, and oversight requirements for Section 42 LIHTC, Project Based Section 8, AHP, HOME, and Rural Development. It also includes new components such as preferences, new set asides, RAD and more. Adhering to program requirements during the first year, and each subsequent year during the regulatory period is essential to any successful affordable housing real estate development.

ACC Management Group has established a long history of extraordinary program compliance proven by superior ratings with state and federal agencies, such as WHEDA, IHDA, and HUD. ACC's experienced team of compliance professionals assist you through the initial stages of your development and the entire regulatory period for your property.

With combined affordable housing management experience of nearly 100 years, ACC's leadership team is well qualified to ensure compliance with all regulatory agreements and provide valuable input throughout the development process.

Annually, ACC participates in new affordable housing developments as the management agent and compliance expert. ACC's leadership team typically becomes involved 12-18 months prior to the expected completion date. We offer our clients a fresh perspective on building design, staffing needs, market trends, and much more. As the completion date approaches, ACC's efforts increas and all hands are on deck for the lease-up of the new development. All applicants are qualified and the development is typically fully leased within 30 – 90 days of the completion date with full compliance of all regulatory agreements.

Most recently, ACC has assisted developers transition multiple properties from Public Housing to Section 8 housing through HUD's RAD program.

If a Property Manager has yet to be identified, please describe how one will be selected.
N/A

# PROJECT FINANCING

U. **BUDGET SUMMARY:** Indicate the sources and uses of all funds for this project.

The County requires that the developer defer 40% of the developer fee as a financing source. If the sources and uses for a project indicate that less than 40% of the developer fee has been deferred,

the amount requested will be reduced by the difference between the percentage of the developer fee deferred and 40%

For example: Assume the developer fee is \$1,000,000 and \$350,000, or 35% of the fee is deferred. Also assume the request for county funding is \$500,000. The actual award would be reduced by \$50,000 and the project would receive an award of \$450,000, if selected.

SOURCE		AMOUNT
Federal LIHTC Equity	4,017,781	
WHEDA First Mortgage		5,737,500
State LIHTC Equity		2,242,207
Dane County AHDF		450,000
FHLBC AHP		735,000
WHEDA HTF		485,000
WHEDA Sub Debt		190,000
Deferred Develper Fee		1,161,357
	TOTAL	15,018,846

USES	AMOUNT
Land	790,000
New Construction	10,010,304
Construction Contingency	492,999
Soft Costs	1,054,152
Developer Fee	2,307,391
Operating & Lease reserves	364,000
TOTAL	15,018,846
·	

\/	Which.	of the	identified	SOURCES	have	heen	secured'	>
ν.	VVIIIGII	OI LITE	luelillieu	Sources	Have	neen	Secureu	•

All of the souces above have been secured except for the County funds. Also, the Village of McFarland waived approximatly \$130,000 of park impact fees for the project.

W. If the project will be applying for tax credits, please indicate which applications will be submitted (e.g. 4%, 9%, senior), the proposed timeline for submittal.

The	project	has	secured	State	and	Federal	4%	credits.

X. **FUNDS NEEDED:** In the space below, please describe why AHDF funds are needed to ensure the viability of this project.

Dreamlane and Northpointe have recently started construction. Prior to starting construction bids came in over \$1 million over budget. We were able to solve that overage by working with WHEDA, the Village of McFarland, and our other partners. However, the project has experienced some additional adversity after signing our construction contract. Our lumber price increased over \$150,000 and we lost our concrete sub-contractor and had to piecemeal the concrete on the project to 4 different subs which was another \$150,000 in additional expense. This also caused us a delay in getting the foundations in prior to frost and winter conditions. In addition, we ran into a significant amount of poor soils under the townhomes. Lastly we added a 29 KW solar system to the roof of the apartment building and have been attempting to cover allowance item prices increases. The AHDF funds would be extremely helpful in correcting some of our construction issues while also allowing us to work with HSC long term. This project is more "affordable" than typical tax credit projects as 44 out of the 49 units are set aside at 60% CMI or less, 23 at 50% CMI or less and 10 at 30% CMI. In addition, the 5 market rate units will be set-aside at 80% CMI due to the AHP funds.

Y. **OPERATING BUDGET:** Complete the 20-Year Operating Budget, identifying the income and expenses, use additional pages as necessary. An Excel file may be submitted in lieu of the Operating Budget provided that it contains all of the same column and row headers.

# **OPERATING BUDGET**

	Year 1	Year								
		2	3	4	5	6	7	8	9	10
INCOME			•		1		1		•	•
Gross Potential Rent	See Attached PDF									
Vacancy										
Other Income										
Total Income										
OPERATING EXPENSES				1		•				
Marketing										
Payroll										
Other Administrative Costs										
Management Fees										
Utilities										
Security										
Maintenance Expenses										
Property Taxes										
Insurance										
Reserves for Replacement										
Total Operating Expenses										
Net Operating Income										
Debt Service										
Asset Management										
Cash Flow										

	Year									
	11	12	13	14	15	16	17	18	19	20
INCOME										
Gross										
Potential Rent										
Vacancy										
Other Income										
Total Income										
OPERATING EXPENSES		l	l	I.	I.	1	l	l	J	l
Marketing										
Payroll										
Other										
Administrative										
Costs										
Management										
Fees										
Utilities										
Security										
Maintenance										
Expenses										
Property										
Taxes										
Insurance										
Reserves for										
Replacement										
Total										
Operating										
Expenses										
Net Operating		1	1				1	1		
Income										
Debt Service										
Asset										
Management										
Cash Flow										

#### Y. Operating Budget

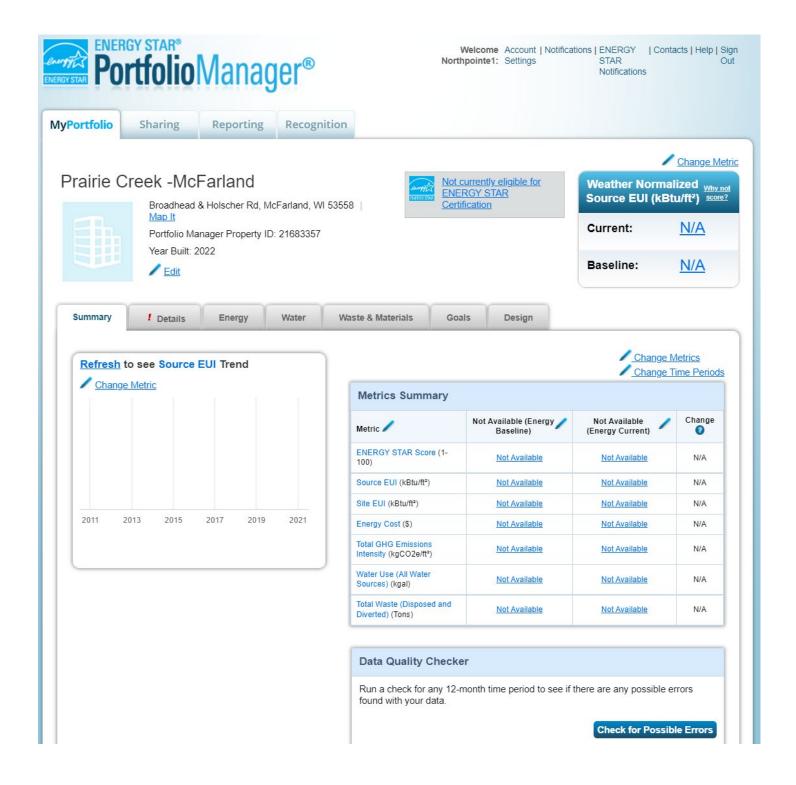
# Prairie Creek (McFarland) McFarland, WI PROJECTED CASH FLOW

Annual Income Increase 2.00%
Annual Expense Increase 3.00%

_	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
		YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11	YR 12	YR 13	YR 14	YR 15	YR 16	YR 17	YR 18	YR 19	YR 20
INCOME																				
Gross Potential Rent	631,248	643,873	656,750	669,885	683,283	696,949	710,888	725,106	739,608	754,400	769,488	784,878	800,575	816,587	832,918	849,577	866,568	883,900	901,578	919,609
Vacancy Loss	(44,187)	(45,071)	(45,972)	(46,892)	(47,829)	(48,786)	(49,762)	(50,757)	(51,772)	(52,808)	(53,864)	(54,941)	(56,040)	(57,161)	(58,304)	(59,470)	(60,659)	(61,872)	(63,110)	(64,372)
Other Income	43,442	44,311	45,197	46,101	47,023	47,963	48,923	49,901	50,899	51,917	52,956	54,015	55,095	56,197	57,321	58,467	59,637	60,829	62,046	63,287
Total Income Income	630,503	643,113	655,975	669,095	682,477	696,126	710,049	724,250	738,735	753,509	768,580	783,951	799,630	815,623	831,935	848,574	865,546	882,856	900,514	918,524
EXPENSES																				
Marketing	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,512	8,768
Payroll	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095	26,878	27,685	28,515	29,371	30,252	31,159	32,094	33,057	34,049	35,070
Other Admin Costs	14,580	15,017	15,468	15,932	16,410	16,902	17,409	17,932	18,470	19,024	19,594	20,182	20,788	21,411	22,054	22,715	23,397	24,099	24,821	25,566
Management Fees	37,830	38,965	40,134	41,338	42,578	43,855	45,171	46,526	47,922	49,360	50,840	52,366	53,937	55,555	57,221	58,938	60,706	62,527	64,403	66,335
Utilities	41,000	42,230	43,497	44,802	46,146	47,530	48,956	50,425	51,938	53,496	55,101	56,754	58,456	60,210	62,016	63,877	65,793	67,767	69,800	71,894
Secruity	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintence Expenses	34,750	35,793	36,866	37,972	39,111	40,285	41,493	42,738	44,020	45,341	46,701	48,102	49,545	51,032	52,562	54,139	55,764	57,436	59,160	60,934
Property Taxes	70,000	72,100	74,263	76,491	78,786	81,149	83,584	86,091	88,674	91,334	94,074	96,896	99,803	102,797	105,881	109,058	112,329	115,699	119,170	122,745
Insurance	21,000	21,630	22,279	22,947	23,636	24,345	25,075	25,827	26,602	27,400	28,222	29,069	29,941	30,839	31,764	32,717	33,699	34,710	35,751	36,824
Reserves for Replacements	12,850	13,236	13,633	14,042	14,463	14,897	15,344	15,804	16,278	16,766	17,269	17,787	18,321	18,871	19,437	20,020	20,620	21,239	21,876	22,533
<u>-</u>																				
Total Operating Expenses	257,010	264,720	272,662	280,842	289,267	297,945	306,883	316,090	325,573	335,340	345,400	355,762	366,435	377,428	388,751	400,413	412,426	424,798	437,542	450,669
-																				
NET OPERATING INCOME	373,493	378,393	383,313	388,253	393,210	398,181	403,165	408,160	413,162	418,170	423,180	428,189	433,195	438,195	443,185	448,161	453,120	458,058	462,971	467,855
Debt Service	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235	335,235
Asset Management fee	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,512	8,768
Cash Flow	33,258	38,008	42,774	47,554	52,347	57,150	61,960	66,776	71,593	76,411	81,225	86,033	90,832	95,617	100,387	105,136	109,861	114,559	119,224	123,853

## F. ENERGY STAR Multifamily New Construction and EPA Indoor airPLUS

The "Prairie Creek, McFarland" development is registered with Energy Star and will be pursuing certifications for both Multifamily New Construction and EPA indoor airPLUS as listed in our AHDF application.





July 1, 2022

Sean O'Brien Northpointe Development 2628 Saw Tooth Drive Fitchburg, WI 53711

RE: Prairie Creek Apartments, McFarland WI

Dear Mr. O'Brien,

This letter serves as evidence of ACC Management's commitment to serve as the Property Management agent for Prairie Creek, a 49-unit affordable multifamily property located in McFarland, WI. Northpointe has started construction and plans to open in December of 2023. ACC has significant experience in managing high-quality affordable housing projects throughout Wisconsin and has partnered with Northpointe on similar developments to-date.

ACC's role in this development will be to serve as the third-party Property Manager. While most property management firms take over when the project is complete, ACC is involved throughout the development process, providing valuable input to the design and development team on such issues as market-oriented amenities, desirable unit layouts and compliance-oriented design issues. ACC will market the property during construction and will manage all aspects of property management and programmatic compliance in the long term. This includes but is not limited to: establishing a tenant selection plan, waiting list, completing all aspects of the resident application process and resident screening, communicating with service providers assisting in supportive housing units, and maintaining the building.

ACC further acknowledges that they are aware and assisted Northpointe with the application's selections to Dane County's Fair Tenant Selection Criteria and have attached the Tenant Selection Plan for the property. We also are aware of Northpointe's commitment to Dane County's Tenancy Addendum as part of their funding application. We have reviewed specifics of the addendum and will include these requirements as part of our lease documents and house rules. Many of the criteria are already part of our standards.

If there are any questions regarding ACC's role as Property Manager or commitment to the County's requirements, please feel free to contact me.

Sincerely,

Chris Hand President



## RESIDENT SELECTION CRITERIA

# Dane County Funds – Section 42 Properties – Effective 7/8/2022

The resident selection criteria are used by ACC Management Group, Inc. (ACC) and the sites managed by ACC to uniformly evaluate all potential residents and to help protect the safety, health, and welfare of all other Residents. All adult occupants must complete a separate application and comply with the following criteria.

#### **The Application Process**

- 1. All rental applications must be in writing. They may be picked up at the rental office or mailed to those who call.
- 2. Falsification on an application is a basis for automatic denial.
- 3. Applications are processed based on the time and date the completed application is received.
- 4. All adult applicants including co-signers must pay a non-refundable \$15.00 processing fee. The application will not be taken or processed prior to receipt of the processing fee from all adult applicants. All applicants must sign the "Application Processing Fee Agreement" form and pay the \$15 Processing Fee made payable to the community.
- 5. All adult applicants must provide a Government issued proof of ID, Social Security number, and a birth certificate for minors in the household under the age of 18.
- 6. All adult applicants must pass our resident selection criteria based on landlord references, credit report and criminal background check including State and Federal sex offender registries and household income. If any of the household members do not pass, then the entire household will be denied. If denied, any applicant would be eligible for reconsideration 60 days from original denial date.
- 7. ACC Management Group, Inc. reserves the right to reject an application for any negative references according to ACC's resident selection criteria.
- 8. If any applicant is in the process of a court eviction or is contesting a court eviction, the application will be held in abeyance until the final court disposition.
- 9. If any applicant has an eviction in the last 3 years, the application will automatically be denied.
- 10. If any applicant owes a landlord money the application will be automatically denied unless proof is provided money owed is not for damages and that housing and utility costs were more than 50% of applicant's monthly income. Additionally, the applicant must provide proof of a regular record of repayment to the landlord OR agree to sign up for automatic rent payment through the resident portal OR obtain a representative payee. A security deposit equal to the greater of 1.5 times the deposit or one month rent will be required prior to move in.
- 11. If any applicant has 1 stipulated dismissal/court ordered payment plan within the last 3 years, applicant will need to show proof of all terms being met and a security deposit equal to the greater of 1.5 times the deposit or one month rent would be required. If any applicant has more than 1 stipulated dismissal/court ordered payment plan in the last 3 years, application would automatically be denied.
- 12. A community manager will not approve or deny any applicant. All applications are reviewed by ACC Management Group, Inc. compliance department.
- 13. The security deposit must be paid in full before applicant is given keys to the apartment. **No exceptions.**

#### **Income**

14. The applicant's household monthly gross income must be equal to or greater than two (2) times the monthly rent. Applicants that do not meet this criterion will be required to provide proof of ability to pay the rent under a contract by a sponsor, housing authority or with verification of cash assets.

#### **Credit Reports & Co-signer Requirements**

- 15. All applications are evaluated based on a credit scoring system. Credit scoring is based on real data and statistics and treats all applicants objectively. If the applicant does not meet the scoring criteria, the applicants will be required to obtain one approved co-signer or other approved method (\*see below) for the household in lieu of a co-signer.
- 16. If collection accounts are listed on your credit report, collections that are paid in full or otherwise closed will not be counted. Medical collections and student loans will not be counted. All other collections will be counted and used to determine selection.
- 17. If the total amount of collections for the entire household exceeds \$4,000, the applicants will be required to pay a security deposit equal to the greater of 1.5 times the deposit or one month rent prior to move in. If the total amount of collections for the entire household exceeds \$8,000 the application will be denied.
- 18. All applicants must provide proof that any Resident paid utilities do not have outstanding balances that would prohibit them from transferring utilities into the Residents name.
- 19. All first-time renters or applicants without a two-year rental history are required to obtain one approved co-signer or other approved method (\*see below) for the household in lieu of a co-signer.
- 20. All cosigners are required to meet the credit terms of the co-sign selection criteria and monthly gross income must be equal to three times the monthly rent. Only one co-signer is needed per household and will have liability for the entire household.
- 21. If an applicant's credit report shows an open bankruptcy the application will be held in abeyance until proof of dismissal is provided; dismissed bankruptcies are not considered in determining resident approval.
- 22. If the applicants do not meet 3 or more of the income and credit criteria without a co-signer or other approved methods the application will be denied.

\*other approved methods in lieu of a co-signer: a) security deposit equal to the greater of 1.5 times the deposit or one month rent prior to final file approval; OR b) the rent must be paid under contract by a sponsor or housing authority; OR c) proof of ability to pay based on two years of rental history paying a comparable rent amount, OR other approved method.

#### **Criminal Report**

- 23. If you have been convicted of manufacturing or distributing a controlled substance as defined in Section 102 of the Controlled Substances Act, your application will be denied.
- 24. If you have been convicted of any other crime that shows a demonstrable risk to resident safety and/or property, your application may be denied after consideration of the nature and severity of the crime and the amount of time that has passed since the criminal conduct occurred. Additional factors may also be considered on a case-by-case basis.
- 25. Arrest records, without subsequent conviction, will not be considered.
- 26. Along with your application you may provide any mitigating information or documentation that you would like to have considered regarding any prior conviction.
- 27. Registration on the state or Federal Sex Offenders Registry will be a basis for denial of your application.
- 28. Criminal history and the Sex Offenders Registries will be checked annually in advance of lease renewal, and if any member of the household no longer meets the criteria in #23 through #27 above, that household member will be required to vacate the unit or household's lease will not be renewed.

#### IRS Section 42 Program Guidelines – (Co-signers excluded)

29. All applicants applying for a Section 42 apartment must adhere to IRS Section 42 LIHTC income limits to be accepted. Note: We will only allow an employer to fill out an Employment Verification two (2) times. When filling out the Section 42 application, if you do not understand a question, please ask the community manager for assistance before answering the question. An applicant may not be denied admission on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission.



			Initials:
30.	household who qualifies. Under the	e Section 42 code, some sites have speci	able unit will be made available to the firs fic income limits at different percentages o with a lower CMI income limit will be offered
31.	application, prior to or after move-		circumstances change between the original ement office immediately as qualification to
32.	If the household is entirely comprised	of full-time students, they must meet one of	of the student eligibilities factors.
	oancy Issues		
33.		persons per bedroom, plus one (1) addition e. For the purpose of occupancy limits, all h	nal occupant under the age of two (2); unless nousehold members will be counted.
34.	For Section 42 income limit calculation	ons, an unborn child or children are counted	as household members.
35.	This provides households on the waiti waiting list that do not meet the minin	e for households that meet the minimum oc ng list that meet the minimum occupancy t num occupancy threshold. If there are no h acant apartment will be rented to the first ot	ouseholds on the waiting list that meet the
36.	Age restrictions will apply at senior manager for details.	properties. Verification of age is require	ed per #5 listed above. Ask the community
corpor If you	ate staff.	-	s and provides ongoing training for onsite and, Compliance Manager, 2375 State Road 44
	cant Acknowledgement received, read, understand and agree to	the above resident selection criteria.	
Appl	icant Signature	Printed Name	Date
Appl	icant Signature	Printed Name	Date
Appl	icant Signature	Printed Name	Date
Appl	icant Signature	Printed Name	Date
Comi	munity Manager Signature	Printed Name	Date

_			

O. **FAIR TENANT SELECTION CRITERIA**: Will the project incorporate tenant selection criteria detailed below? Check all that apply, and attached copy of proposed tenant screening criteria for project.

General Screening Process – will not deny applicants based on the following:

	iorai co	coming	1 100035 Will flot delify applicants based on the following.
	Yes	No	
			Inability to meet a minimum income requirement if the applicant can demonstrate the
ed ing			ability to comply with the rent obligation based on a rental history of paying at an
] <u>≒</u> ₽			equivalent rent to income ratio for 24 months
Required for funding			Lack of housing history
چ ہے و			Membership in a class protected by Dane County fair housing ordinances and non-
			discrimination ordinances in the municipality where the project is located.
			Credit score
			Information on credit report that is disputed, in repayment, or unrelated to a past
			housing or utility (gas, electric, and water only) obligations.
			Inability to meet financial obligations other than housing and utilities necessary for
			housing (gas, electric, water).
			Owing money to a prior landlord or negative rent payment history if the tenant's
			housing and utility costs were more than 50% of their monthly income.
	$\square$		Owing money to a prior landlord or negative rent or utility payment history if applicant
			does one of the following: (1) establishes a regular record of repayment of the
			obligation; 2) signs up for automatic payment of rent to the housing provider; or (3)
			obtains a representative payee.
			Wisconsin Circuit Court Access records;
			Criminal activity, except: (i) a criminal conviction within the last two years for violent
			criminal activity or drug related criminal activity resulting in a criminal conviction,
			and (ii) if the program or project is federally assisted, criminal activity for which
			federal law currently requires denial. ( <i>Violent criminal activity</i> is defined in 24 C.F.R
			§ 5.100 and means any criminal activity that has as one of its elements the use,
			attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. "Drug related criminal activity is defined in Wis. Stat. s. 704.17(3m)(a)(2). "Drug-related criminal activity" means criminal activity that involves the manufacture or distribution of a controlled substance. "Drug-related criminal activity" does not include the manufacture, possession, or use of a controlled substance that is prescribed by a physician for the use of by a disabled person, as defined in s. 100.264(1)(a), and manufactured by, used, by or in the possession of the disabled person or in the possession of the disabled person's personal care worker or other caregiver.)

Yes	No
	$\boxtimes$

	Prior to a denial based on a criminal record, the housing provider shall provide the applicant access to a copy of the criminal record at least five days prior to the in-person appeal meeting and an opportunity to dispute the accuracy and relevance of the report, which is already required of HUD assisted housing providers. See 24 C.F.R. § 982.553(d), which applies to public housing agencies administering the section 8 rent assistance program.
1.	Prior to a denial based on a criminal record, the housing provider shall provide the applicant the opportunity to exclude the culpable family member as a condition of admission of the remaining family members.
2.	Prior to a denial decision, the housing provider is encouraged to meet with the applicant to review their application and make an individualized determination of their eligibility, considering: (a) factors identified in the provider's own screening policies, (b) if applicable, federal regulations, and (c) whether the applicant has a disability that relates to concerns with their eligibility and an exception to the admissions rules, policies, practices, and services is necessary as a reasonable accommodation of the applicant's disability. In making a denial decision, the housing provider shall consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial on other family members who were not involved in the action or failure.
3.	The property manager will base any denial on sufficient evidence. An arrest record or police incident report is not sufficient evidence.  Uncorroborated hearsay is not sufficient evidence.
4.	Denial notices shall include the following:  a) The reason for denial with details sufficient for the applicant to prepare a defense, including:  i) The action or inaction forming the basis for the denial,  ii) Who participated in the action or inaction,  iii) When the action or inaction was committed, and  iv) The source(s) of information relied upon for the action or inaction.  b) Notice of the applicant's right to a copy of their application file, which shall include all evidence upon which the denial decision was based.  c) Notice of the applicant's right to copies of the property manager's screening criteria.  d) Notice of the right to request an in-person appeal meeting on the denial decision by making a written request for a hearing within 45 days. The housing provider is not required to hold the unit open while the appeal is pending.  e) Notice of the right to have an advocate present at the in-person appeal meeting and of the right to be represented by an attorney or other representative.  f) Notice of the right to present evidence in support of their application, including, but not limited to evidence related to the applicant's completion or participation in a rehabilitation program, behavioral health treatment, or other supportive services.

5.	If the applicant requests an in-person appeal meeting, the hearing will be conducted by a person who was not involved in or consulted in making decision to deny the application nor a subordinate of such a person so involved.	
6.	The in-person appeal meeting shall be scheduled within ten working days	
	of the request, unless the applicant requests a later date.	
7.	7. A written decision on the application shall be provided to the applicant	
	within ten working days after the in-person appeal meeting.	

P. **TENANCY ADDENDUM:** Will the project include the following provisions within all tenant leases or as an addendum to all tenant leases?

Yes	No
$\boxtimes$	

	Security Penesite. The amount of a cocurity deposit shall not be more than one month's rent	
a.	Security Deposits. The amount of a security deposit shall not be more than one month's rent.	
b.	Late Fees and Other Fees. Late fees must be set forth in the rental agreement. Late fees shall not exceed 5% of the tenant's portion of the monthly rent. Other penalty fees are prohibited. All other fees must be directly related to the cost for a specific amenity or service provided to the tenant and comply with all applicable laws.	
c.	Rights of Youth to Access Common Spaces. Youth under the age of 18 are allow to use and enjoy common areas without supervision. This does not preclude reasonable rules in ensure the safety of children and youth.	
d.	Good Cause for Termination. A tenancy may not be terminated during or at the end of the lease unless there is good cause. Good cause is defined in include the following: (i) a serious violation of the lease; (ii) repeated minor violations of the lease; or (iii) a refusal to re-certify program eligibility. Repeated means a pattern of minor violations, not isolated incidents. Termination notices and procedures shall comply with Chapter 704 of Wisconsin Statutes and federal law, when applicable. Written notice is required for non-renewal and shall include the specific grounds for non-renewal and the right of the tenant to request a meeting to discuss the non-renewal with the landlord or landlord's property management agent within fourteen (14) days of the notice. If requested, the landlord or property management agent will meet with the tenant to discuss the non-renewal, allow the tenant to respond to the alleged grounds for non-renewal, and pursue a mutually acceptable resolution.	
е.	Reasonable Guest Rules. Tenants have the right to have guests. In the event the property management establishes rules related to guests, they must be reasonable. Unreasonable rules include, but are not limited to the following: (1) Prior authorization of guests by the property management, unless the guest is staying for an extended period of time (e.g. more than 2 weeks); (2) Prohibition on overnight guests; (3) Requiring that the resident be with the guest at all times on the property. (4) Requiring guests to show ID unless requested by the tenant. (5) Subjecting caregivers, whether caring for a child or children, or an adult with disabilities, to limitations on the number of days for guests.  Landlord may ban a person who is not a tenant from the rental premises if the person has committed violent criminal activity or drug related criminal activity at rental premises. No person shall be banned from the rental premises without the consent of the tenant unless the following have taken place:  (1) A notice of the ban is issued to the tenant stating the:  (a) name of the person banned, (b) grounds for the ban including, (i) the specific facts detailing the activity resulting in the ban; (ii) the source of the information relied upon in making the ban decision; and (iii) a copy of any criminal record reviewed when making the ban decision; and	

- (c) the right of the tenant to have a meeting to dispute the proposed ban, discuss alternatives to the ban, and address any unintended consequences of the proposed ban.
- (2) If requested, a hearing on the ban has taken place to provide the tenant an opportunity to dispute the proposed ban, discuss alternatives of the ban, and address any unintended consequences of the proposed ban.

A tenant may not invite or allow a banned person as a guest on the premises, provided the Landlord has followed the proper procedure and given notice to Tenant as set forth herein.

A tenant who violates the guest policy may be given a written warning detailing the facts of the alleged violation. The written warning shall detail the violation, and warn the tenant that repeated violations may result in termination of tenancy. Tenants that repeatedly violate the guest policy, (e.g. three (3) or more violations within a twelve (12) month period) may be issued a notice of termination in accordance with state and federal law.

Nothing in this policy limits a person's right to pursue a civil order for protection against another individual.

**f. Parking Policies.** Parking policies and practices must comply with applicable laws. Vehicles shall not be towed to a location that is more than 6 miles from the rental premises, unless there is not a towing company with a tow location available within 6 miles.

# Memorandum of Understanding and Service/Marketing Plan For Prairie Creek McFarland, WI

Lutheran Social Services (LSS) represents that it has substantial skill and experience in assisting organizations to provide social and case management services to residents of housing complexes in numerous locations throughout Wisconsin and Upper Michigan, including in Dane County.

#### **Scope of Services:**

LSS will provide Service Coordination services to low-income Veterans and families experiencing or at risk of homelessness, who require and request access to supportive services to maintain housing. The project will include 49 units, 10 low-income units with very low rents (30% CMI units) that can be offered to the target population. In addition, the project will include an additional 6 set aside units (50 and 60% CMI) that will target Veterans. A designated Service Coordinator will be responsible for linking the target population at the site with supportive, medical, or advocacy services in the general community for which they are entitled, with a desired outcome of keeping them independent in their units.

Specific services to be offered under this agreement include:

- Completion of an intake assessment for Veteran residents or families experiencing homelessness. The Service Coordinator will make reasonable effort to engage these residents in this process. It is understood and agreed that the tenant has to voluntarily agree to participation in the process.
- Development of a case management plan for Veterans or families experiencing homelessness, completing the intake assessment. This plan may include referral to other resources, including Veteran specific services and resources and supportive community services for families. Specific services will include linking residents with programs that support independence and self-sufficiency, employment opportunities and financial assistance and management.
- The Service Coordinator will facilitate programming and supportive services for the project. This will be done through:
  - o Monthly on site visits by the assigned Service Coordinator during the three month lease of phase and quarterly on site visits by the assigned Service Coordinator quarterly thereafter for the term of this agreement. An assigned service coordinator will also be available by telephone and email outside of the designated times above.
  - o Facilitation of an annual meeting where tenants and the management company can meet to discuss any issues or concerns.

The scheduling of quarterly educational services with an emphasis on presentations designed to assist Veteran residents and families experiencing homelessness in overcoming barriers as identified on the tenant assessments. Potential sessions include self-improvement, employment and educational opportunities and financial management, and developing relationships with the County Veterans Service Officer and the Center for Veterans Issues.

In addition LSS agrees to assist the property management group in outreach efforts with community partners to raise awareness of this unique opportunity with the target population. LSS will work with the management company to market the low-income units to the target population as able.

The goal of the Service Coordinator is to enhance the success of Veteran individuals, couples and families, and to promote their ability to remain in their unit. The services identified above will enhance independent living success and promote dignity of residents by addressing needs with a one-on-one approach.

Traditional service provision through LSS has long included services to Veterans and individuals at risk of homelessness. The Business Leadership Team of LSS has identified targeting and expanding services to Veterans as a need and priority. As a result of the above LSS has over three years' experience working with Veterans and homeless families. Current LSS programs known to include Veterans and at risk homeless populations as participants/service recipients include:

- HUD Housing and HUD Housing Service Coordination
- Off the Square Club- a daytime drop in center for people with serious and persistent mental illness as well as homelessness. Emotional support, vocational and recreational opportunities, and structuring of individual schedules are available.
- Veterans Housing and Recovery Programming residential facilities for homeless veterans to receive the job training, education, counseling and rehabilitative services they need to obtain steady employment, affordable housing and the skills to sustain a productive lifestyle
- Dane County Rapid Rehousing Program a program providing homeless families with rent assistance and supportive case management services
- Outpatient Treatment Services- intensive outpatient treatment for adults and adolescents dealing with addiction.
- Pre-marriage workshops

By signature below the parties hereby agree to the terms and conditions above.

NORTHPOINTE DEVELOPMENT

Lutheran Social Services

Date 07/12/2022

Dennis Hanson

Date 7.12.22



Lutheran Social Services (LSS) has a strong history of providing wraparound service coordination and case management services to residents of housing complexes in numerous locations throughout Wisconsin and Upper Michigan, and is recognized as a provider of choice in the state for partnering with development companies to develop supportive services within affordable housing.

Lutheran Social Services will utilize wraparound a service coordination model where families residing at Prairie Creek Apartments, including Veterans, will be given a single point of entry to accessing community and supportive services. An on-site coordinator will meet with individuals and families to complete an intake assessment and develop a strength-based, goal oriented plan of care. The service coordinator will work with the tenant and their surrounding existing natural supports, to build a comprehensive team, to explore areas of need, and fill gaps in supports where identified.

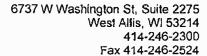
#### Scope of Services:

LSS will provide wraparound service provision and coordination, linking residents to supportive community services with a desired outcome of keeping the tenant and family members in stable housing. Specific services offered by LSS include:

- Completion of an intake assessment to identify strengths as well as areas of need for individuals and families. The Service Coordinator will make reasonable effort to engage residents in this process. It is understood and agreed that the resident has to voluntarily agree to participate in the process.
- Development of a case management plan for residents completing the intake assessment. This plan
  may include referral to other resources, including services and resources specific to their needs. This
  will include linking residents with programs that support independence and self-sufficiency, access to
  benefits, employment opportunities and financial assistance and management.
- The LSS Wraparound Service Coordinator will facilitate programming and supportive services for families. This will be done through:
  - An onsite presence by the Service Coordinator. LSS Staff will have a confidential space at the apartment community where tenants and families can schedule appointments or drop in for support and services. The Service Coordinator is also available by phone and email when offsite, to provide additional supports as needed, during business hours.
  - o Facilitation of educational presentations and workshops. These will be based on the needs of the residents and can focus on resident identified issues such as positive parenting, budgeting, employment, educational resources, and benefit eligibility.
  - Connection to existing LSS services in the Madison area, including but not limited to, mental health counseling and psychiatric care through telehealth.

In addition to providing families access to LSS services the onsite wraparound service coordinator will refer residents to other community resources based on their individual plan of care. Currently LSS is in the process of developing community partnerships with the following:

- State of Wisconsin Department of Workforce Development, in coordination with the Job Centers of Wisconsin, to provide subsidized part-time work experience to obtain the skills necessary for obtaining permanent employment.
- UW Extension Dane County will provide onsite trainings and educational events of no cost to families.
   Training topics could include:
  - Financial coaching and one to one consultations
  - Nutritional education programs on topics such as choosing healthy diets on a limited budget and shopping strategies for spending wisely at the grocery store
- Dane County Veteran Services who can assist veterans and their families with obtaining local, state and federal benefits. Veterans Services also could assist tenants with the application process.
- Wisconsin Women's Business Initiative Corporation (WWBIC) has partnered with LSS to provide group training and events that focus on assisting tenants with managing household finances and increasing financial capabilities.





The goal of the Service Coordinator is to enhance the success of Veteran residents, and families experiencing homelessness, and to promote their independence and ability to remain in their unit. The services identified above with enhance independent living success and promote dignity of residents by addressing needs through a person specific approach.

LSS is a member and attends the Dane County Continuum of Care meetings, and currently operates several Rapid Rehousing programs in Dane County. In addition, LSS's currently operates three Veterans Housing and Recovery Programs within the state of Wisconsin, for homeless veterans to receive the job training, education, counseling and rehabilitative services they need to obtain steady employment, affordable housing and the skills to sustain a productive lifestyle. LSS provides wrap around Service Coordination at other sites in the Madison area, and are familiar with the supports in the community to serve Veterans and individuals and families experiencing homelessness.

In addition to services outlined above LSS will assist property management in outreach efforts with community partners to raise awareness of this unique opportunity for Veterans and families at risk or experiencing homelessness. LSS will work with the management company to market the low-income units to families in need.

We strongly believe that through provision of the wrap around service model, families at Prairie Creek Apartments will have the tools necessary to strengthen family relations, identify necessary and beneficial resources, and positively impact their length of tenancy in this community. We look forward to partnering with Northpointe Development on this exciting development.

Sincerely,

Dennis Hanson

Vice President: Residential/Housing Services/Facility & Asset Management





